#### Lacoste, David

From:

Mattison, Jeanette [Jeanette.Mattison@BELLSOUTH.COM]

Sent:

Tuesday, May 04, 2004 10:32 AM

To:

Lacoste, David

Subject:

2000-475-C Seventh Amendment to Interconnection Agreement with DIECA

Communications, Inc.



BELLSOUTH

1600 Williams Street, Suite 5200

Columbia, South Carolina 29201

May 4, 2004

Mr. David Lacoste Public Service Commission of SC Post Office Drawer 11649 Columbia, South Carolina 29211

Re: Seventh Amendment to Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and DIECA Communications, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Docket No. 2000-475-C

Dear Mr. Lacoste:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. and DIECA Communications, Inc. submit to the South Carolina Public Service Commission the seventh amendment to the negotiated agreement for the interconnection of their networks.

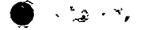
The effective date of this amendment is  $April\ 22$ , 2004 and the agreement expires on December 18, 2004.

Very truly yours,

s/C. Lesley Addis

CLA/jbm Enclosures

I:\Public\Utilities\Interconnection Agreements\BellSouth\DIECA 2000-475-C



### Amendment to the Agreement Between

# DIECA Communications, Inc. d/b/a Covad Communications Company and

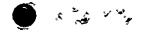
# BellSouth Telecommunications, Inc. Dated December 19, 2001

Pursuant to this Amendment, (the "Amendment"), DIECA Communications, Inc. d/b/a Covad Communications Company (Covad), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 19, 2001 ("Agreement") to be effective ten (10) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Covad entered into the Agreement on December 19, 2001, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

- The Parties agree to incorporate terms, conditions and rates for Circuit Facility Assignments within Attachment 4, Physical Collocation – Central Office as reflected in Exhibits 1 and 2, attached hereto and by reference incorporated into this Amendment.
- 2. The Parties agree to delete the following language from Section 6.7.1 to include Exhibit B of Attachment 4, Physical Collocation: "To be considered a timely and accurate forecast, Covad must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date."
- 3. All of the other provisions of the Agreement, dated December 19, 2001, shall remain in full force and effect.
- 4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

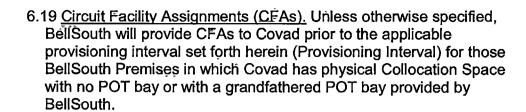


#### Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.	DIECA Communications, Inc. d/b/a
$i$ $A_{i}$	Covad Communications Company
By:	By: On Acom
Name: Miretor Kristen Elang	Name: James A. Kirkland
Title: Madr	Title: SVP & General Course
Date: 4//2/04	Date: 45/04

Exhibit 1



6.19.1 BellSouth cannot provide CFAs to Covad prior to the Provisioning Interval for those BellSouth Premises in which Covad has physical Collocation Space with a POT bay provided by Covad or virtual Collocation Space, until Covad provides BellSouth with the following information:

For physical Collocation Space with a Covad-provided Pot bay, Covad shall provide BellSouth with a complete layout of the POT panels on an equipment inventory update (EIU) form, showing locations, speeds, etc.

For virtual Collocation Space, Covad shall provide BellSouth with a complete layout of Covad's equipment on an equipment inventory update (EIU) form, including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Covad's BellSouth Certified Supplier.

- 6.19.1.1BellSouth cannot begin work on the CFAs, identified in Section 6.19.1 above, until the complete and accurate EIU form is received from Covad. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs, identified in Section 6.19.1 above, will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs, identified in Section 6.19.1 above, will be provided within ten (10) calendar days of receipt of the EIU form.
- 6.19.2 BellSouth will bill Covad a nonrecurring charge, as set forth in Exhibit D, each time Covad requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to Covad.

COLLOCAT	COLLOCATION - South Carolina												Attachm	Attachment: 4	Exhibit: D	נים
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